



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3433152
Dated/दिनांक : 15-05-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-05-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-05-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10300018-pswr
Total Quantity/कुल मात्रा	48
Item Category/मद केटेगरी	Catering & Running & Maintenance of Guest/Transit House (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	16 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण

Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
-------------------	----

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	27

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

NAGPUR HQS

10300018-PSWR, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Bhel Pswr)**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

Reserved for Make In India products

Reserved for Make In India products	Yes
-------------------------------------	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Catering & Running & Maintenance Of Guest/Transit House (48 month)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type/ब्रांड का प्रकार	Unbranded
-----------------------------	-----------

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
--	--------------------------

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ranjan Kumar	390021,RSC Vadodara, C-16 & 17 BHEL Township Gayatri Nagar, Gotri Road, Vadodara-390021, Gujarat	24	15
2	Manoj Kumar Shah	440001,5th and 6th Floor, Shri Mohini Complex, 345 Kingsway Road, Nagpur-440001, Maharashtra, India	24	15

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

5. Generic**OPTIONAL SITE VISIT:**

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting

the site shall be borne by the Bidder.

Costs of visiting the site shall be borne by the bidder

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

6. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

7. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED

Account No.

40227423158

IFSC Code

SBIN000432

Bank Name

STATE BANK OF INDIA

Branch address

SBI KINGSWAY, BRANCH CODE-00432, NAGPUR

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

9. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

BHARAT HEAVY ELECTRICALS LIMITED

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

10. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

BHARAT HEAVY ELECTRICALS LIMITED

payable at

NAGPUR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional Terms & Conditions

1. PRE-QUALIFICATION CRITERIA

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Remarks
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p><u>Technical</u></p> <p>Bidder must have successfully executed any Maintenance/ Housekeeping work of Canteen/Guest House in Office Establishment/ Railway Establishment/ Educational Institution/ Corporate/ PSU or in any other commercial establishment etc. {i.e. Bidder must meet (B.1 or B.2 or B.3)} in the last seven (7) years as on latest date of bid submission: -</p> <p>B.1) Single work order of Rs 25.60 Lakhs or of more value (Including Taxes).</p> <p style="text-align: center;">OR</p> <p>B.2) Two work orders of Rs 16.00 Lakhs or of more value (Including Taxes).</p> <p style="text-align: center;">OR</p> <p>B.3) Three work orders of Rs 12.80 Lakhs or of more value (Including Taxes).</p>	APPLICABLE	1. Bidder to furnish work order & proof of work execution to establish the Technical Qualifying Criteria.
C	<p><u>FINANCIAL</u></p> <p><u>C.1) TURNOVER</u></p> <p>Bidders must have achieved an average annual financial turnover of Rs. 16.00 Lakhs or more over last three Financial Years (FY) i.e. Financial Years 2029-20, 2020-21 & 2021-22</p>	APPLICABLE	
	<p><u>C.2) NETWORTH (only in case of Companies)</u></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	APPLICABLE	

	<p>C.3) PROFIT</p> <p>Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.</p>	APPLICABLE	
	<p>C.4) Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.</p>	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	
E	<p>Price Bid Opening</p> <p>Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E</p>	APPLICABLE	BY BHEL
F	Consortium criteria	NOT APPLICABLE	

Explanatory Notes for the PQR (unless otherwise specified in the PQR):

-
1. For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered.
 2. Completion date for achievement of the technical criteria specified in the Common QR should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.
 3. "Executed" means the bidder should have achieved the technical criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.
 4. **Bidder to submit Audited Balance Sheet and Profit and Loss Account** for the respective years as indicated against C-1 above along with all annexures.
 5. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.
 6. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.
 7. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) .
 8. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above.
 9. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission.
 10. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical **criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed**

2. SCOPE OF WORK

BHEL is having its transit flats/guest house at two locations namely-

A) Nagpur (Maharashtra): -

1. **Shree Krishna Apartment**, consisting of 02 Flats as described below:

1 .	5 TH Floor - 03 Bedrooms, 03 Bathrooms, Hall, Kitchen, Galleries
2 .	4 TH Floor - 03 Bedrooms, 03 Bathrooms, Hall, Kitchen, Galleries

2. **Shelter Regency**, Byramji Town, Nagpur, consisting of **01 No. of flat** having **03** bed rooms, **03** Bathrooms, Kitchen, One Dining Hall, etc.

B) Vadodara (Gujarat):-

1. **BHEL Township**, Gayatri Nagar, Gotri Road, Vadodara (G.J)-390021, consisting of 06 rooms, toilets, dining room,

reception, kitchen etc.

The percentage weightage towards the above mentioned premises is as under:

1 (a)	TF maintenance at Shri Krishna Apt, Nagpur (MH).	55%
1 (b)	TF maintenance at 101, Shelter Residency, Byramji Town, Nagpur (MH).	22%
2	Guest House maintenance at Vadodara (GJ).	23%

Kindly Note - In case of closure of any of our above mentioned transit flat(s)/Guest house, the quoted lump sum amount by the bidder shall be reduced as per the mentioned weightage percentage.

SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

a. CARE TAKING SERVICES:

The contractor will provide round the clock attendant services at Transit Flats/Guest House. Attendant services will include issue of cleaned, washed, dried, Blankets, Towels, etc. every day and other materials required by occupants of the Transit Flats/Guest House from time to time. They will be also responsible for accounting of issues and returns and reporting on losses and damages. Contractor will also provide round the clock reception services. Reception services will include allotment of rooms to the guests, getting the necessary entries made in the records on arrival and departure of guests.

Caretaking Services shall include: -

- (a). To maintain Guest House with all bed rooms with attached toilet cum bath rooms, Kitchens, drawing and dining halls etc.
- (b). To provide liquid mosquito repellent in all the rooms, replace the same before emptying, provide odonil, hand wash in bath rooms etc.
- (c). To provide one Bathing soap (Dettol / Dove or equivalent 10 Rs pack) for guests.
- (d). To provide clean and washed towels, bed sheets, pillow covers for guest and the same shall be changed once in three day or on arrival of a new guest, whichever is earlier.
- (e). To maintain the complete Guest House and the common place of use in hygienic clean condition at all time.
- (f). To comply with all the rules and regulations in respect of all the labor laws and statutory requirements including the safety regulation.
- (g). Preparation of breakfast, Lunch, Snacks and supper, tea and coffee, etc. for guests. The Contractor shall be responsible for procurement of raw materials and ingredients. The rates of Breakfast/Lunch/dinner, etc. shall be as per the attached Annexure "R". Payment on this account shall be collected by contractor from guests directly.
- (h). Supervision of the Guest House on a daily basis and see the upkeep of premises.
- (i). Manage the arrival of VIPs and meeting & dinner hosted at Guest House.
- (j). Complete the Check-in and Checkout formalities of guests.
- (k). Preparation of bills and collection of charges from guests, on non-official/personal visit, and deposit the collected amount in BHEL Account Section along with the monthly bills.
- (l). Liaisoning with the BHEL Officer-in-charge for the allotment of rooms.
- (m). Maintenance of occupancy registers on daily basis.

The exact inventory of the items shall however be taken and recorded by BHEL at the time of handing over the job. Any other material/equipment required by the contractor for the day-to-day working i.e. consumables like soap/ shampoo/toothpaste/ detergents/hand wash/ sanitizer etc., shall be purchased and to be made available by contractor. The cost of consumables shall not be reimbursed to the contractor. The contractor will be responsible to maintain all provided items in service condition at his own cost.

b. HOUSEKEEPING & CLEANING SERVICES:

Housekeeping and cleaning works at Guest House include:

- (a) Dusting of furniture, walls, TV sets, Tables, Refrigerator and removal of cobwebs etc.
- (b) Cleaning of all rooms, corridors, removal and quick disposal of garbage and kitchen wastes.
- (c) Maintenance of the dining hall at BHEL mess.
- (d) Removal of tainted material & dust from floors, rooms, verandah, kitchen, toilets, etc.
- (e) Maintenance of surfaces of building, porcelain fixtures, plastic/ PVC fixtures, brass/ metal fittings and tiles.
- (f) Maintenance of beds, providing clean linen, blankets, towels, soaps etc. to guests daily.
- (g) Keep the rooms ready to occupy.
- (h) Providing materials in each rooms, listed in Annexure-C on daily basis to occupants.
- (j) Any other job assigned by BHEL from time to time.

c. LAUNDRY SERVICES

- (a) BHEL will provide basic infrastructure, free electricity, water, etc. to facilitate the laundry services. However, contractor will arrange the detergent powder for washing machine, washing soap, steam iron, iron board, etc.
- (b) Cleaning of bed sheet and towel of all the rooms every day.
- (c) The contractor will provide laundry and ironing services to guests on payment basis. Ironing services to be provided to guests within 1 hour on payment basis
- (d) Cloth washing services to guests is to be provided, preferably on the same day or the next day, depending upon the urgency and requirement of guest on payment basis
- (e) Wherever, dry-cleaning required, contractor will arrange it from local market on payment basis.
- (f) Providing laundry services to guests as per scheduled rates attached as Annex B.

The following services are to be provided by the Agency in general:

- 1) To maintain all the areas at both the locations i.e. Nagpur & Vadodara (all room with attached toilet cum bath rooms), Kitchen, drawing and dining halls etc.
- 2) To provide services of:
 - A. Five persons, viz, Two Cook cum Care Taker (Semi Skilled) and Three Helpers (Un Skilled) at Shree Krishna Apartment, Nagpur (Maharashtra) with proper uniform, round the clock.
 - B. One Cook cum Caretaker (Semi Skilled) and one helper (unskilled) at 101, Shelter Regency, Byramji Town, Nagpur (Maharashtra), with proper uniform (white), round the clock.
 - C. One Cook cum care taker (Semi Skilled) and One Helper (Un Skilled) at BHEL Township, Gaytri Nagar, Gotri Road, Vadodara (Gujarat), with proper uniform, round the clock.

It may please be noted that wages towards number of shortfall (if any) in the mentioned strength of workforce to be deployed at transit flats at Nagpur (MH) & guest house at BHEL township, Vadodara (GJ) shall be deducted in line with the applicable minimum wages of the state under the mentioned category of workforce on prorated basis along with a flat penalty of Rs. 100/- per day of absence
- 3) The scope of work is for maintenance of Transit Flats which includes the services of Cooking, Cleaning, Sweeping & Mopping and Reception Services at all the 03 locations. The services should be available round the clock for all 07 days in a week. Further, the Manpower count is not exclusive; in any situation if more manpower is required for arrangement of Special Dinner/Lunch at Transit Flats, the agency has to provide the same without any extra charge. It is a contract for Transit Flats maintenance service only therefore payments and other benefits to manpower engaged by contractor is sole responsibility of the contractor only. BHEL is in no way become any party in case of any non-compliances of statutory laws and other applicable rules.
- 4) The complete areas under contract shall be cleaned regularly every day using necessary cleaning materials etc. Cleaning of Rooms, Halls, Kitchen, Bathroom and galleries should be completed by 11:00hrs every day.
- 5) To provide liquid mosquito repellent in all the rooms, replace the same as and when required, provide odonil in

bath rooms, etc.

- 6) To provide clean and washed towels, bed sheets/spreads, pillow covers for guest and the same shall be changed once in three days or on arrival of a new guest, whichever is earlier.
- 7) TDS as applicable shall be deducted and Certificate to the effect shall be issued. GST as applicable shall be paid extra, subject to producing proof of remittances by the agency.

Chapter - II GENERAL

1. General Terms

- a. Initially the contract shall be awarded for 3 Months under trial basis. On satisfactory completion of initial trial period the contract shall be awarded for two years including the three months' trial period awarded earlier.
- b. The contractor shall maintain the complete premises in hygienic condition all the time
- c. No Gas connection or LPG cylinder shall be provided by BHEL. Commercial gas connection & stove depending upon the requirement (and refills) are to be arranged by the contractor.
- d. Contractor shall produce the bill on monthly basis to HR dept. Nagpur office and payment will be made within 45 days of receipt of bill.
- ~~e. Offers received without the EMD shall be rejected. EMD of unsuccessful bidders shall be refunded after award of work/ conclusion of tender. Earnest Money Deposit shall be returned to all unsuccessful tenderers only through mode (Electronic Fund Transfer). Necessary e-payment form is enclosed with this tender. This form shall be duly filled and submitted along with the offer (Original Forms should be submitted later).~~
- f. BHEL has no responsibility whatsoever on the Contractor's employees and the Contractor will be solely responsible for managing his employees. In the event of any dispute between the Contractor and his employees, the Contractor alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.
- g. BHEL reserves the right to terminate the contract without assigning any reason and compensation by giving one month's notice if it is found that the services are not satisfactory.
- h. The contractor should bear in mind that the services to be rendered for running and maintenance of transit flats/ guest house must be trouble free and to the entire satisfaction of BHEL.
- i. Accepted rates shall be inclusive of all taxes, duties etc. except GST which shall be paid by BHEL separately at actual on submission of supporting documents.
- j. The Contractor shall be solely responsible for providing all requirements of his personnel, including Payment of wages and all allowances to its employees as per the Maharashtra & Gujarat Governments Minimum Wages Act.

2. Penalty: -

The Guest House Maintenance along with preparation and serving of lunch to guest (s) is the primary responsibility of Contractor. In case of failure from the subject services on the part of the contractor, BHEL reserves the right to impose penalty on the contractor for that particular day.

1. Any complaint regarding non-maintenance of guest house or non-providing of any material listed in Annexure-C, shall attract a flat penalty of Rs. 500/- on the contractor for each incidence
2. Any complaints of insects and/or foreign object (hair, rope, cloth, plastic, etc.)/ Hard and/or sharp objects like glass pieces, nails, hard plastic etc. found in any food item would invite a fine of Rs. 1000/- on the contractor for each incidence.
3. The complaint of unclean utensils in a day would lead to a fine of Rs. 100/- on the contractor for each incidence.
4. The contractor should maintain the adequate number of manpower all the time, as the services shall be required

round the clock at all the mentioned locations. In case of discrepancies/ complaints of food quality / complaint of non-providing of the required consumables or any such complaints which leads to discomfort to Guest (s), the contractor is liable for Penalty of Rs. Rs. 500/- for each incidence.

5. For any rules stated in the agreement,

* First violation of the rule implies fine as per the rule.

* Second and subsequent violations of the same rule within 30 days of previous fine will attract triple the initial amount of fine on the contractor.

3. UNIFORM

The contractor should ensure that his staff is always dressed in clean and tidy uniforms, shaved and combed condition, covering their heads by chef hat/cap while on duty for the said services in BHEL premises from the date of commencement of the contract.

4. INGREDIENTS/MASALAS AND OTHER RAW MATERIALS

4.1 The contractor must use fresh quality of raw material, for cooking purposes to avoid any complication.

4.2 The contractor shall use only fresh quality of seasonal vegetables.

4.3 There will be strict quality control of food. The prohibited items like baking soda, chemical color, adulterated oils should not be used. Detection of use such items may lead to termination of the contract without assigning any reason and the EMD/SD shall be forfeited.

5. CLEANLINESS:

The contractor should ensure cleanliness and hygiene of BHEL premises & utensils for the purpose of cooking and serving.

6. HEALTH/CLEANINESS:

No worker / employee of the contractor shall be allowed to perform duty with illness/fever/contagious diseases.

7. ENVIRONMENT:

The contractor along with its workers must be well acquainted with the cleanliness in kitchen (BHEL premises). The disposition of excess food/wastes shall be made as per the Rules of Municipal Corporation of the locality by the contractor only.

8. PEST CONTROL:

Periodical pest control of BHEL premises shall be carried out by external agency and is within the scope of BHEL.

9. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:

The contract shall be governed by the law for the time being in force. The Civil Court, having ordinary original civil jurisdiction in Nagpur shall alone have exclusive jurisdiction in regard to claims in respect of this contract.

10. INSPECTION:

The contractor shall allow inspection of the raw materials, food prepared, cleanliness of BHEL premises etc. by an authorized representative of BHEL/Officer In-charge.

11. TERM & MODE OF PAYMENT

Contractor shall timely produce the bill on monthly basis to HR dept. along with all statutory documents such as PF, ESI, Wage Sheet etc. and Attendance Register. The payment shall be made in Indian currency only by RTGS to the bank account directly and may be released **within 45 (Forty-Five) days** from the date of submission of the bill. The rates of Breakfast/Lunch/dinner, etc. shall be as per the attached Annexure "A". Payment on this account shall be collected by contractor from guests directly.

12. RATES QUOTED IN THE PRICE BID

It is a contract for maintenance of BHEL Transit flats/Guest house only therefore payment and other benefits to manpower engaged by contractor is sole responsibility of the contractor only. BHEL is in no way became any party in case of any non-compliances of statutory laws and other applicable rules.

9.1 It is reiterated that there is no employer-employee relationship either with the contractor or with contractor's workers / employees or with the contractor's organization. This is a contract and BHEL have no connection directly or indirectly or even remotely with contractor employees/workers/managers etc. or with contractor's organization. This is only a business transaction.

9.2 After going through all the sections of these Tender documents, the contractor shall quote lump sum fixed price in the enclosed price Bid format.

9.3 The rates quoted in the Price Bid shall remain fixed, firm and valid during the total contract period of this contract and also the period of extension, if any.

13. COMMENCEMENT OF WORK:

10.1 The contractor shall commence the work within the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without any delay.

10.2 Contractor must engage experienced cook /chef and helpers for the execution of the contract.

10.3 If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His EMD and/or security deposit with BHEL will stand forfeited without any further reference to him, without prejudice to any and all of BHEL's other rights and remedies in this regards.

14. CONDITIONS RELATED TO STATUTORY COMPLIANCE : -

11.1 The contractor should have a valid registration with all statutory authorities such as ESI, PF, Labour Welfare Department, etc. The copies of the certificates of registration should be enclosed with Part I.

11.2 The contractor must comply and implement all the statutory provisions of the State & Central Acts relating to the employment of Labour, i.e., various Acts relating to payment of Minimum Wages, ESI, PF, Bonus, etc., and all other statutory benefits, as amended from time to time. In the event of non-compliance, the contractor will be solely responsible for any penalty/fine imposed by the statutory bodies.

11.3 All the payments to the staff of the contractor have to be as per the prevailing minimum wages act stipulated from time to time and must cover benefits such as ESI, PF, etc. All the rules related to the Labour laws and applicable acts should be strictly followed and in case of any dispute BHEL will not be a party. In case of non-compliance of statutory provisions, BHEL has right to hold 10% amount of the submitted bill. The same shall be released after fulfillment of statutory provisions.

11.4 The contractor shall obtain adequate insurance policy in respect of its staff that are engaged for the work in

order to meet any liability of compensation arising out of death/injury/disablement at work etc. In the event of non-compliance, the contractor will be solely responsible and in case of any dispute BHEL will not be a party.

11.5 The contractor shall bear taxes, rates, charges, levies or claims whatsoever as may be imposed by the State / Central Govt's or any local body or authority from time to time.

11.6 The contractor shall pay the applicable statutory payments such as PF, ESI, for the staff employed to provide the services to BHEL.

11.7 The contractor shall be solely and fully responsible for lapses, violation and non-compliance (if any) & all the statutory dues and BHEL shall in no way be a party to it.

15. RIGHTS OF BHEL:

a) BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation:

- To terminate the contract any time by giving one month's notice without assigning any reasons thereof.
- To recover any amount due from the contractor under this or any other contract with BHEL etc. or in any other from, the sum of money BHEL is forced to pay anybody due to contractor's failure to fulfill any of his obligations.

b) In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

16. RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS EMPLOYMENT OF WORKERS Etc.

a) The contractor shall comply with all the laws, statutory rules & regulations, minimum wages act etc. as applicable in respect of their manpower as may be prevalent or enacted by the State/Central Governments.

b) The contractor shall pay all taxes, fees, license charges, duties, royalty commissions or other charges which may be levied on account of operation and in executing the contract to the concerned authorities at his own cost. BHEL will not entertain any such claims.

c) The contractor shall ensure that no damage/theft is caused by their manpower to any person property of other parties working at the place of work. If any such damage/theft is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.

d) In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.

e) The contractor shall be directly responsible for payment of wages to their manpower engaged under this contract.

f) For the Flag Hoisting ceremony i.e. on 15th August (Independence Day) and 26th January (Republic Day) and on holidays, if required, temporary arrangement of snacks should be the responsibilities of contractor. The payment for such service will be made on mutually agreed basis.

17. TERMINATION OF CONTRACT:

a) The contract may be terminated by BHEL after giving one month's notice to the contractor.

b) The contractor will be required to give to BHEL advance notice of **three months** in writing for termination/withdr

awing the service rendered to BHEL under the scope of this contract.

18. STRIKES & LOCKOUTS:

The contractor will be fully responsible for all the disputes and other issues connected with their manpower. In the event of any dispute causing non-supply of lunch to BHEL's staff, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL, shall be deducted from the contractor's running bills.

19. MSE Vendors:

Micro & Small Enterprises (MSE) is exempted from Payment of Earnest Money deposit (EMD) as defined above.

To avail this benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefit only if they submit along with the offer, copies of either Udyog Aadhaar Memorandum or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM I I) or valid NSIC certificate or EM II certificate along with copy of a CA certificate (format enclosed at Annexure- 3 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part 1 in case of two part bid). Non submission of said documents will lead to consideration of their bid at par with other bidders in terms of EMD. No benefit shall be applicable for this enquiry, if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

20. GENERAL:

a) The contractor shall not sublet either in whole or in part the scope of the contracted services to any other agency/person and the contracted services shall be performed through workers employed by the contractor's agency only.

b) The contractor shall at all-time take precautions for the safety of its workers during the execution of the contract and BHEL will not take any responsibility or liability in case of accident/death of contractor's employees. The compensation needs to be given as per Labour/Statutory laws.

c) Housekeeping standards commensurate with FSSAI and ISO-OHSAS 14000 norms is required to be observed in our kitchen.

Chapter - III Facilities and T&P's in the Scope of Contractor/BHEL

-

ITEMS TO BE PROVIDED BY THE AGENCY:

Agency shall arrange all crockery items, cooking utensils along with Stove and commercial LPG connection.

IN EACH ROOM

- v White bed sheet
- v Blankets / Comforters
- v White Pillow Cover
- v White Towels
- v White Hand Napkins
- v Hangers in Wardrobes
- v Liquid Mosquito Repellent in each room and at Halls

- v Water Jugs with glass & Lid in a small tray ‘
- v Two Nos. of Plastic Buckets & Mugs in both rooms & WC
- v Plastic soap case in the Bath rooms

ITEMS PROVIDED BY B.H.E.L.

- v Cots
- v Mattresses
- v Pillows
- v Writing Table with Chair
- v Curtains
- v Dining Tables with Chairs
- v Water Cooler/ RO/ Water Purifier Fridge
- v Sofa Sets with Centre Tables
- v Cup Boards
- v Bed Side Tables
- v Televisions (As per requirement)

Note:

1. Agency to provide Cable connections to all TVs, take reimbursement against same by producing the bills on verification of HR-Administration.
2. Agency to provide Newspapers, dailies, etc. as per the requirement and take reimbursement against the same by producing the bills.
3. All routine maintenance, both electrical & civil including consumables viz. Bulbs, Tubes, cleaning material, etc. except major repairing works, shall be carried out by the agency.
4. Common maintenance charges, Electricity & Water charges shall be provided by BHEL.
5. The items provided in the rooms should be of Good Quality and shall be replaced when broke or exhausted or unusable.

Chapter IV (TAXES, DUTIES & LEVIES)

TAXES, DUTIES, LEVIES (Rev 13 dated 05/11/2018)

- I. All taxes excluding GST, GST Cess & BOCW Cess but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.
- II. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
- III. GST:
The successful bidder shall furnish proof of GST registration. GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
- IV. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return

- V. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:
BHEL GSTN - 27AAACB4146P1ZF (Nagpur-MH); 24AAACB4146P1ZL (Vadodara, Gujarat)
NAME -- Bharat Heavy Electricals Limited
ADDRESS - Site address
- VI. Bidder to immediately intimate on the day of removal of Goods(in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances: -
Email id ---- to be intimated later on.
- In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
- VII. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
- VIII. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
- IX. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- X. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.
The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
- XI. New taxes and duties: -Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
- XII. TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- XIII. TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.
- XIV. Refer Annexure - 2 for BOCW Act & Cess Act.

-

ANNEXURE-"A"

RATE LIST FOR BHEL TRANSIT FLATS/GUEST HOUSE

Sl.No	Menu	Rate (₹)
1.	Tea	10
2.	Coffee	12
3.	Milk 1 Glass	20
4.	Omelet (1 egg) with sauce	12
5.	Omelet (2 eggs) with sauce	20
6.	Sealed mineral water/ Ice cream/ Soft drink	On actual basis (MRP)
7.	Break Fast with Tea	45
8.	Break Fast without Tea	40
9.	Veg Food: 1. Basmati Rice/Pulao/ Veg Biryani, (150 Gms) 2. Poori/ Chapati/ Tandoori/ Butter Nan 3. Dal Fry/ Kadhi Pakaudi/ Dal tadaka, (150 Gms) 4. Seasonal vegetables-(2 nos) a. Dry Vegetable, (150 Gms) b. Curry Vegetable- (150 Gms) 5. Papad (01 No.) 6. Green salad (2 slices each of any 4 out of Onion, Tomato, Carrot, Radish, Cucumber & 01 half Lemon Piece) 7. Pickles, 8. Raita/Curd, 9. Sweet/Ice cream/ Lassi/Fruits/ Fruit Juice (Twice in a week)	100
10.	Non-Veg Food: All items mentioned in point no-9 plus Chicken/Fish/Mutton 150 Gms.	170

Note:

1. Above prices include all kind of material cost and taxes. Contractor shall be required to arrange all kind of packaged food items i.e. soft drink, cookies, chips, fruit juice, etc on printed rates only and no extra service charge is to be charged by contractor for providing the packaged food items.

2. In addition to above, the contractor will be required to provide extra food facilities against additional payment basis to the residents of Guest House in respect of items not covered under the Basic Meal Plan.

3. Since office setup at Vadodara is located inside our BHEL township, veg lunch if required in Vadodara office is to be supplied by the contractor on mutually agreed rates, terms & conditions.

ANNEXURE-B

SCHEDULE OF RATES TO PROVIDE LAUNDRY SERVICES TO GUEST

Sl.No	Items	Only Washing (Rs.)	Only Ironing (Rs.)	Washing & Ironing
1	Trousers	On Local Market Rates		
2	Shirts/T-Shirts			
3	Towel			
4	Handkerchief			
5	Saree			
6	Shorts			
7	Jeans			
8	Salwar-Kameez			

-

ANNEXURE- C

BATHROOMS

Contractor will provide following items on daily basis in rooms on guests' arrival:

- Bath Soap (Lux, Dove, etc.)
- Odonil in every Bathroom.
- Toilet liquid soap (Dettol/ Lifebuoy) with dispenser.
- Shampoo Sachet- Sunsilk /Clinic plus/H&S.
- Toilet paper of good quality & brand.
- Hair Oil.

BEDROOM

- Candle and Match Box.
- Room Freshener.
- Shoe Shine Polish/Brush.
- Insect Repellent Machine with refill.
- Fresh Bed sheet & Pillow cover every day.
- Water Jug.

- Any other item/items as specified by authorized officer of BHEL/PSWR.

Other Special Conditions:

1. Payment Terms:

Payment shall be made within 45 days of submission of Taxable Invoice.

Note: Service Provider shall raise bill on monthly basis and submit the same in succeeding month for payment. The number of photocopies or any such services shall be verified & signed by the individual officials / departments for whom the services are provided. Those signed documents /sheet shall be submitted by the agency along with monthly bill.

2. Contract Period for Guest House (Both at Nagpur & Vadodara):

From: 10/06/2023

To: 10/06/2025

3. Bidder should quote per month basis

4. Service Required at:

-

**a) Bharat Heavy Electricals Limited,
Shreemohini Complex, 5th & 6th Floor,
Kingsway,
Nagpur-440 001
Maharashtra**

**b) Bharat Heavy Electricals Limited
RSC Vadodara
BHEL Township, Gayatri Nagar
Gotri Road
Vadodara-390 021
Gujrat**

5. Paying Authority

**a) Bharat Heavy Electricals Limited,
Shreemohini Complex, 5th & 6th Floor,**

**Kingsway,
Nagpur-440 001
Maharashtra**

Conflict of Interest among Bidders/ Agents:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

- i) The principal manufacturer directly or through one Indian agent on his behalf; **and**
- ii) Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Standard GCC, SCC and Forms & Procedures shall not be applicable for this tender enquiry as per indent.

12. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---